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The nature of an inventor's right in his abstract scientific or artistic conception has been the subject of much dispute, but the accepted view is that even before it has been made public in concrete form, he has no absolute property in it. See 20 HARV. L. REV. 143; *Bristol v. Equitable Society*, 52 Hun (N. Y.) 161. A copyright or patent is required to give the originator a legally enforceable right. The communication of the mere idea or design to another deprives the discoverer of nothing which the law can return to him; hence he must enforce his claims in equity. See 17 HARV. L. REV. 206. The protection available in equity is to restrain the disclosure of his secret, or its use, if already disclosed. Use in breach of faith is properly enjoined. *Morison v. Moat*, 9 Hare 241. But when the defendant acquires the knowledge honestly and for value, his conscience cannot be charged, and he should be allowed to enjoy what he has obtained. *Chadwick v. Covell*, 151 Mass. 190. There seems, therefore, no legal or equitable principle upon which to support the present decision. See *Watkins v. Landon*, 52 Minn. 389.

TRADE UNIONS — STRIKES — COMPELLING ACQUIESCENCE TO A UNION BY-LAW. — Six unions of workmen in branches of building trades, affiliated with a central union, ordered out their members on strike because their employers announced an intention to run open shops. There was a by-law of the central union by which grievances of a member of a local union against his employer were to be investigated by the central union, and if the employer did not comply with its decision, his union workmen were not to be allowed to continue at work with him, until he agreed to its demand. The employers of the striking workmen sought to enjoin all the unions from interfering with their business. *Held*, that they are entitled to an injunction. *Reynolds v. Davis*, 84 N. E. 457 (Mass.).

In this case there were probably threats of temporal disadvantage by each union forcing its members to strike. Such action requires a justification. 20 HARV. L. REV. 253, 345, 429. The purpose of this strike was to establish the strength of the central union. If that union aimed simply to advance the ordinary principles of unionism, the strike by a single union should be justified. *Ibid.* 434. That this union aimed also to maintain a by-law for the arbitration of disputes by the central union should not destroy the justification if this by-law merely declares the formalities to be gone through before a strike is ordered. The justification fails, however, if damage is intended to be done each employer, not only by the defection of his own employees, but also through his relations with other employers in allied trades. *Pickett v. Walsh*, 192 Mass. 572. While probably this was the situation in the principal case, it is not quite clear that there was more than a merely concurrent attempt by various unions each to advance its own individual interest. Previous Massachusetts cases, however, have not held strikes merely to strengthen the ordinary principles of unionism justified. *Berry v. Donovan*, 188 Mass. 353.

VESTED, CONTINGENT, AND FUTURE INTERESTS — FUTURE INTERESTS IN PERSONALTY — MACHINERY AS A CONSUMABLE CHATTEL. — A general bequest to A for life and at A's death to B absolutely, included presses, type, and an engine, used in a printing establishment. *Held*, that A owns the machinery absolutely, since it is perishable. *Seabrook v. Grimes*, 68 Atl. 883 (Md.).

That a specific bequest of consumable chattels — household provisions, growing and severed crops — for life gives the life tenant the absolute ownership is an established restriction on the creation of future limitations in personality. *Ackerman v. Vreeland*, 14 N. J. Eq. 23. But when they are included in a general or residuary bequest, the testator's intention that the life tenant shall enjoy the specific consumable chattels is not expressed. Consequently the interest of the remainderman controls; the consumable chattels must be converted and the proceeds invested in permanent securities for the remainderman, leaving to the life tenant only the income. This distinction between a specific and a general or residuary bequest, first drawn by the English courts of chancery, is generally accepted in this country. *Healey v. Toppin*, 45 N. H. 243; *Burnett v. Lester*, 53 Ill. 325. The courts of Maryland, however, consistently refuse to